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ELLSWORTH C. ALVORD (1964)

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OF COUNSEL  
URBAN A. LESTER

November 27, 1996

RECORDATION NO. 30386  
NOV 27 1996 11:05 AM

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

NOV 27 11 05 AM '96

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Master Equipment Lease Agreement, dated as of November 25, 1996, and that certain Lease Schedule No. 001 attached and incorporated by reference thereto, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856-5151

Lessee: Messer Griesheim Industries, Inc.  
3 Great Valley Parkway  
Malvern, Pennsylvania 19355

A description of the railroad equipment covered by the enclosed document is:

Twenty (20) tank cars bearing reporting mark and road numbers TIMX  
201000 to TIMX 201019, inclusive

Mr Vernon A Williams  
November 27, 1996  
Page 2

Also enclosed is a check in the amount of \$22 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

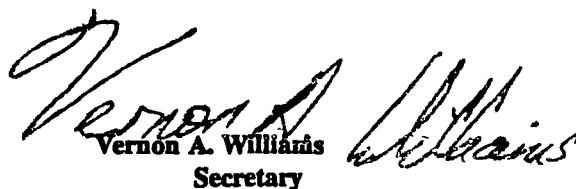
11/27/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/27/96 at 11:10AM , and assigned recordation number(s). 20386, 20387, 20387-A, 20388, 20388-A, 20388-B, 20243-A, 20243-B, 17584-Y.

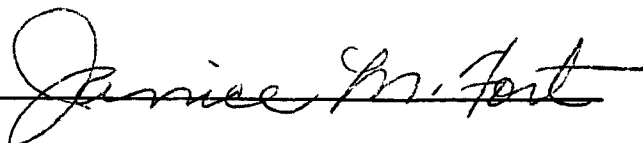
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 198.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



NOV 27 1996 - 11 10 AM

# **MEMORANDUM OF MASTER EQUIPMENT LEASE AGREEMENT**

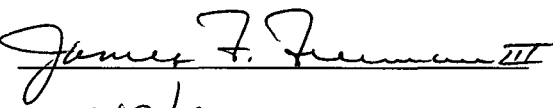
On the date hereof, the parties hereto entered into that certain Master Rail Lease Agreement No 7782444 (the "Lease Agreement") dated as of November 25, 1996, and that certain Lease Schedule No 001 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Messer Griesheim Industries, Inc. ("Lessee"), having its principal place of business located at 3 Great Valley Parkway, Malvern, PA 19355, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease Agreement

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this 25th day of November, 1996

**PITNEY BOWES CREDIT CORPORATION**

BY   
ITS Tyler G. Tranzillo  
Region Credit Manager

**MESSER GRIESHEIM INDUSTRIES, INC.**

BY   
ITS VP/GM

## **EXHIBIT A**

Twenty (20) 20,110 gallon, non-coiled foam insulated railroad tank cars, DOT 105S500W manufactured by Trinity Industries with reporting marks and running numbers TIMX 201000 to and including TIMX 201019

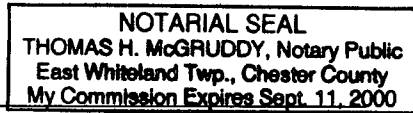
**CORPORATE FORM OF ACKNOWLEDGEMENT**

State of Pennsylvania )  
 ) SS  
County of Chester )

On this 25 day of November, 19 96, before me personally appeared James Freeman, to me personally known, who being by me duly sworn, says that he is the VP/ General Manager of Messer Griesheim Industries, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

Thomas H. McGruddy  
Signature of Notary Public

My commission expires \_\_\_\_\_

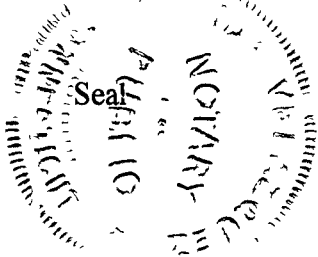


Seal

State of Connecticut )  
 ) SS  
County of Fairfield )

Ada Velazquez  
Signature of Notary Public

My commission expires Oct 31, 1999



2115 A  
FILE IN 20386-A.  
FOR COMPLETE DOCUMENT  
SEE REC. # 2115-A.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

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1600 K STREET, NW  
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WASHINGTON, DC

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RECORDED NO 2115-A FILED  
FEB 4 2000 4:22 PM  
SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

February 3, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment and Assumption Agreement, dated as of January 31, 2000, a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to certain items of railroad equipment and the leases covering such equipment, which were previously filed with the Commission/Board under Recordation Numbers 21115, 17892, 19748, 20203, 20386 -A and 21351.

Please file the enclosed document under Recordation Number 21115 and cross-index under Recordation Numbers 17892, 19748, 20203, 20386, 20596 and 21351

The name and address of the party to the enclosed document are

Assignor: Pitney Bowes Credit Corporation  
27 Waterview Drive  
Shelton, Connecticut 06484

Assignee: Napa Trust  
c/o Wilmington Trust Company, as Trustee  
1100 North Market Street  
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed document is:

identified by each Lessee on the Schedule attached.



Mr. Vernon Williams  
February 3, 2000  
Page Two

Also enclosed is a check in the amount of \$182.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

**NAPA TRUST**

**RAIL ASSETS**

**DESCRIPTION OF EQUIPMENT**

<u>Contract Number</u>	<u>Lessee Name</u>	<u>Rec No</u>
030-0000187-001	Stolt Transportation Services, Inc.	21115
030-1801174-819	ConAgra, Inc.	17892-X
030-1801174-820	ConAgra, Inc.	17892-Y
030-7719040-803	National Starch and Chemical Company	19748
030-7722804-801	Lamb-Weston, Inc.	20203
030-7782444-001	Messer Griesheim Industries, Inc.	20386
030-7783996-001	The Andersons, Inc.	
030-7783996-002	The Andersons, Inc.	
030-7783996-003	The Andersons, Inc.	20596
030-7783996-004	The Andersons, Inc.	
033-0000227-001	Ohio Valley Electric Corporation	21351

ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Rail)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of January 31, 2000 is by and between Pitney Bowes Credit Corporation, a Delaware corporation ("Assignor"), and Napa Trust, a Delaware business trust ("Assignee").

## WITNESSETH:

WHEREAS, in exchange for the entire beneficial interest in Assignee, Assignor has agreed to transfer and contribute to Assignee, all of Assignor's right, title and interest in and to certain equipment, and the leases covering such equipment, pursuant to the Contribution Agreement dated as of January 31, 2000 between Assignor and Assignee (the "Contribution Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, the parties hereto wish to effect the contribution by Assignor to Assignee of all the right, title and interest of Assignor in and to the Lease Operative Documents listed on Schedule 1 hereto (the "Scheduled Documents") and any deposits or security interests granted thereby, and the assumption by Assignee of all the obligations of Assignor under the Scheduled Documents which accrue from and after the Contribution Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. Assignor does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO ASSIGNEE, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Assignor's right, title and interest (other than with respect to any Prior Claim) in and to the Scheduled Documents and any deposits or security interests granted thereby.

2. Assumption. Assignee accepts the assignment set forth above and hereby confirms that it shall be deemed a party to the Scheduled Documents on the Contribution Date, and Assignee agrees to be bound by all of the terms of and assumes all of the duties and obligations of Assignor contained in the Scheduled Documents; provided, that such duties or obligations occur or arise from and after the Contribution Date, and, in no event, shall include any Prior Claim. Upon the effectiveness of this Agreement and except as provided elsewhere in the Scheduled Documents, Assignor shall be released and discharged from and shall not be responsible to any Person for the discharge or performance of any duty or obligation pursuant to or in connection with the Scheduled Documents to the extent, but only to the extent, occurring or arising from and after the Contribution Date, and Assignee shall be substituted in lieu of Assignor as a party to each of the Scheduled Documents to which Assignor is a party. Assignee shall not be responsible to any Person for the discharge or performance of any duty or obligation of Assignor in connection with the Scheduled